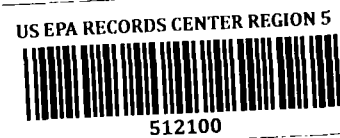




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590



REPLY TO THE ATTENTION OF

SR-6J

JUN 10 2003

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Re: SPECIAL NOTICE OF LIABILITY for Ilada Waste
Company Site, St. Clair County, Illinois

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has undertaken response actions at the Ilada Waste Company Site, located in St. Clair County, Illinois pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499 (CERCLA). These actions, which include sampling in and around the Site, have documented the release or threatened release of hazardous substances, pollutants, and contaminants at the Site.

Enclosure A, the administrative record index for the Site, includes a list of reports that document the sampling and analyses. Also, Enclosure C, the draft Administrative Order on Consent (AOC) and draft Statement of Work (SOW), summarizes these activities.

Additional Response Actions

Unless U.S. EPA determines that a Potentially Responsible Party (PRP) will voluntarily undertake the response action necessary at the Site, U.S. EPA may, under Section 104 of CERCLA, undertake the response action itself and, under Section 107 of

CERCLA, seek reimbursement from PRPs of all costs incurred in connection with the action taken. Such costs may include, but are not limited to, expenditures for investigation, planning, response and enforcement activities. Moreover, under Section 106 of CERCLA, U.S. EPA may order responsible parties to implement response actions deemed necessary by U.S. EPA to protect the public health, welfare or environment from an imminent and substantial endangerment because of an actual or threatened release of a hazardous substance from a facility.

In addition to those further response actions enumerated above, U.S. EPA may, pursuant to its authorities under CERCLA and other laws, determine that other clean-up activities are necessary to protect public health, welfare and the environment.

PRP Determination

PRPs under Section 107 of CERCLA include current owners and operators of the Site and former owners and operators of the Site at the time of disposal of hazardous substances, as well as persons who owned or possessed hazardous substances and arranged for disposal, treatment, or transportation of such hazardous substances and persons who accepted hazardous substances for transportation, disposal or treatment to a facility selected by such transporter. U.S. EPA has information indicating that you are a PRP with respect to the Site. By this letter, U.S. EPA notifies you of your potential liability with regard to this matter and encourages you, as a PRP, to reimburse U.S. EPA for its costs incurred to date and to voluntarily perform or finance the response activities that the U.S. EPA has determined or will determine are required at the Site.

Special Notice and Negotiation

Pursuant to Section 122(e)(1) of CERCLA, U.S. EPA has determined that a period of negotiation may facilitate an agreement between the PRPs and U.S. EPA for implementation or financing of the response action. Accordingly, U.S. EPA is contacting PRPs identified with the Site to resolve their liability with respect to the Site. To assist the PRPs in negotiating with U.S. EPA concerning this matter, enclosed in this letter is a list of the names and addresses of other PRPs to whom this notification is being sent. It should be noted that inclusion on or exclusion from this list does not constitute a final determination by U.S. EPA concerning the

liability of any party for remediation of the Site or for payment of past costs.

Upon your receipt of this Special Notice, you will have a maximum of 60 days to coordinate with any PRPs and to present to U.S. EPA a "good faith offer" to conduct and/or finance the Remedial Investigation and Feasibility Study(RI/FS) to negotiate the terms of an AOC. In accordance with the requirements of Section 122(e)(2), U.S. EPA will not commence an RI/FS at the Site for 90 days after providing this special notice letter. U.S. EPA may, however, commence any additional studies or investigations authorized under Section 104(b), and take any action at the Site should a significant threat to human health or the environment arise during the negotiation period.

Good Faith Offer

A "good faith offer" as referenced above shall include the following:

- * a statement of the PRPs' willingness to conduct or finance a CERCLA RI/FS which is consistent with the proposed AOC and SOW and which provides a sufficient basis for further negotiations in light of U.S. EPA's SOW;
- * a task-by-task response to the enclosed, draft AOC and SOW, and responses, as appropriate, to any of the other enclosures;
- * a demonstration of the PRPs' technical capability to undertake the RI/FS. This includes that the PRPs identify the firm expected to conduct the work, or that the PRPs identify the process they will undertake to select a firm;
- * a demonstration of the PRPs' capability to finance the RI/FS;
- * a statement of the PRPs' willingness to reimburse U.S. EPA for past and future response and oversight costs; and,
- * the name, address, and phone number of the party or steering committee who will represent the PRPs in negotiations.

If U.S. EPA receives from the PRPs within the sixty (60) day calendar period a written "good faith offer" which demonstrates the PRPs' qualifications and willingness to conduct or finance the RI/FS consistent with the enclosed AOC and SOW, U.S. EPA may extend its moratorium on commencement of the response action work up to an additional thirty (30) calendar days. The purpose of this additional time is to allow the PRPs and U.S. EPA a period of time to finalize the settlement.

If a "good faith" proposal is not received within the initial sixty (60) day moratorium, U.S. EPA, pursuant to Section 122(e)(4), may proceed to immediately undertake such further action as is authorized by law, using public funds available to the Agency.

Demand for Costs Incurred

As mentioned above, in accordance with CERCLA and other authorities, U.S. EPA has already undertaken certain actions and incurred certain costs in response to conditions at the Site. Certain of these response actions are summarized in the enclosed AOC and SOW. As soon as practicable, U.S. EPA will send Respondent(s) a bill for "past response costs" at the Site. U.S. EPA's bill will include an Itemized Cost Summary. "Past response costs" are all costs, including, but not limited to, direct and indirect costs and interest, that the United States, its employees, agents, contractors, consultants, and other authorized representatives incurred and paid with regard to the Site prior to the issuance of this letter. The Agency anticipates expending additional funds for response activities at the Site under the authority of CERCLA and other laws. In accordance with Section 107(a) of CERCLA, demand is also hereby made under these authorities for payment of all future costs that U.S. EPA may accrue in regard to the Site.

PRP List

As stated above, the enclosed list of the names and addresses of any other PRPs to whom this notification is being sent is provided to assist you in contacting other PRPs in this matter and to negotiate with U.S. EPA. This list is appended as Enclosure B to this letter. Information regarding a ranking by volume and nature of substances contributed by each PRP, as contemplated by Section 122(e)(4)(A), is not available at this time.

Initial Conference

To further facilitate your and any other PRPs' ability to present a "good faith offer" within the 60-day time limit, an initial settlement conference and/or conference call will be held to discuss the enclosed, draft AOC and SOW, and any other matters related to the RI/FS.

90 Day Deadline

Except in extraordinary circumstances explained in a written request, no extension to the 30 day moratorium period will be granted by U.S. EPA. As stated above, if no agreement can be reached, pursuant to Section 122(e)(4), U.S. EPA may immediately proceed to undertake such further action as authorized by law to conduct an RI/FS at the Site.

U.S. EPA Notification

As a PRP, you should notify U.S. EPA in writing within ten (10) days of receipt of this letter of your willingness to participate in negotiations to perform or finance the activities described above. If U.S. EPA does not receive a timely response, U.S. EPA will assume that you do not wish to negotiate a resolution of your potential responsibility in connection with the Site and that you have declined any involvement in performing the response activities.

The response should indicate the appropriate names, addresses, e-mail addresses and telephone numbers for further contact with you. If you are already involved in discussions with state or local authorities, engaged in voluntary clean-up action or involved in a lawsuit regarding this Site, you should continue such activities as you see fit. This letter is not intended to advise or direct you to restrict or discontinue any such activities; however, you are advised to report the status of those discussions or actions in the response to this letter and to provide a copy of the response to any other parties involved in those discussions or actions. The response letter should be sent to:

Ronald W. Murawski, Remedial Project Manager
U.S. Environmental Protection Agency
Remedial Response Section 5
77 W. Jackson Blvd. (SR-6J)
Chicago, Illinois 60604

-or-

Nola Hicks, Associate Regional Counsel
U.S. Environmental Protection Agency
Multi-Media Branch, Section 2
77 W. Jackson Blvd. (C-14J)
Chicago, Illinois 60604

-and-

G. Marie Watts, Enforcement Specialist
U.S. Environmental Protection Agency
Remedial Enforcement Support Section
77 W. Jackson Blvd. (SR-6J)
Chicago, Illinois. 60604

Natural Resource Trustee Notification

By a copy of this letter, U.S. EPA is notifying the State of Illinois and the Natural Resources Trustees, in accordance with Section 122(j) of CERCLA, of its intent to enter into negotiations concerning the conduct of an RI/FS at the Site, and is also encouraging them to consider participation in such negotiations.

Further Information

If you need further information regarding this letter, you may contact G. Marie Watts, Enforcement Specialist at (312)886-7591 or Ronald W. Murawski, Remedial Project Manager at (312)886-2940. If you have an attorney handling your legal matters, please direct his or her questions to Nola Hicks, Associate Regional Counsel at (312) 886-7949.

We hope that you will give this matter your immediate attention.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Wendy L. Carney". The signature is fluid and cursive, with the first name "Wendy" being more prominent.

Wendy L. Carney, Chief
Remedial Response Branch #1

Enclosures:

- A. Administrative Record Index
- B. List of PRPs
- C. AOC and SOW

cc: Renee Cipriano, Director
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

Joel Brunsvold, Director
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271

Thomas Davis
Office of State Attorney General
500 South 2nd Street
Springfield, IL 62706-1771

Bill Child, Chief
Bureau of Land
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

ENCLOSURE A

U.S. ENVIRONMENTAL PROTECTION AGENCY
REMEDIAL ACTION

ADMINISTRATIVE RECORD
FOR
ILADA WASTE COMPANY SITE
DUPO, ST. CLAIR COUNTY, ILLINOIS

ORIGINAL
JUNE 5, 2002

	<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGES</u>
✓	1	12/21/83	Peckham, A. U.S. EPA	Gipe, D. U.S. EPA	Memorandum re: Environmental Assessment for the Dupo Hazardous Waste Disposal Site	32
✓	2	01/00/84	Pedco Environmental, Inc.	Steinman, L. U.S. EPA	Report: Environmental Assessment of Dupo Site Deep Injection Well	21
✓	3	08/09/95	U.S.EPA	U.S.EPA	Focused Site Inspection Prioritization Report for Ilada Waste company	14
✓	4	08/25/86	U.S.EPA	U.S.EPA	Inspection Report for Ilada Waste Oil/Ilada Energy	32
✓	5	01/30/96	Illinois EPA	U.S.EPA	Site Team Evaluation Prioritization Report and Analytical Results for the Ilada Waste Company Site	229

ENCLOSURE B

POTENTIALLY RESPONSIBLE PARTIES

Note: inclusion on or exclusion from the list does not constitute a final determination by the Agency concerning the liability of any party for remediation of Site conditions or payment of past costs.

- A. Harley M. Smith
 Emerson Electric Company
 Assistant General Counsel
 & Assistant Secretary
 8000 West Florissant Avenue
 P.O. Box 4100
 St. Louis, Missouri 63136-8506

- B. Russell M. Bliss
 Bliss Waste Oil Company
 21619 County Road 3644
 Saint James, Missouri 65599

- C. Charles R. Larson
 President
 Larson Industries
 1309 Old Cement Hollow Road
 East Carondelet, Illinois 62240

- D. Thomas W. Kearns
 Senior Counsel
 Shell Oil Company Legal Services-US
 1 Shell Plaza
 P.O. Box 2463
 Houston, Texas 77252-2463

Enclosure C

SOW and AOC

June 2003

DRAFT

STATEMENT OF WORK FOR A REMEDIAL INVESTIGATION AND FEASIBILITY STUDY AT THE ILADA WASTE COMPANY SITE IN ST. CLAIR COUNTY, ILLINOIS

PURPOSE:

The purpose of this Statement of Work (SOW) is to set forth requirements for the preparation of a Remedial Investigation and Feasibility Study (RI/FS). The RI shall evaluate the nature and extent of contamination at the Ilada Waste Company Site ("the Site") and nearby areas and also assess the risk from this contamination on human health and the environment. The FS shall evaluate alternatives for addressing the impact to human health and the environment from the contamination at the Site and nearby areas. The RI/FS shall be conducted, at a minimum, consistent with the "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (U.S. EPA, Office of Emergency and Remedial Response, October, 1988) and any other guidance that U.S. EPA uses to conduct an RI/FS, as well as any additional requirements in the Administrative Order.

All documents or deliverables required as part of this SOW shall be submitted to U.S. EPA, with a copy to the State of Illinois Environmental Protection Agency (Illinois EPA), for review and approval by U.S. EPA, in consultation with Illinois EPA. The Respondents shall furnish all personnel, materials, and services necessary for, or incidental to, performing the RI/FS at the Site, except as otherwise specified herein.

At the completion of the RI/FS, U.S. EPA, in consultation with Illinois EPA, will be responsible for the selection of a Site remedy and will document this selection in a Record of Decision (ROD). The remedial action selected by U.S. EPA will meet the cleanup standards specified in CERCLA Section 121. That is, the selected remedial action will be protective of human health and the environment, will be in compliance with, or include a waiver of, applicable or relevant and appropriate requirements of other laws, will be cost-effective, will use permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable, and will address the statutory preference for treatment as a principal element. The final RI/FS Report as adopted by U.S. EPA will, with the administrative record, form the basis for the selection of the Site's remedy and will provide the information necessary to support the development of the ROD.

As specified in CERCLA Section 104(a)(1), as amended by SARA, U.S. EPA will provide oversight of the Respondents' activities throughout the RI/FS, including all field sampling activities. The Respondents will support U.S. EPA's initiation and conduct of activities related to the implementation of oversight activities.

SITE DESCRIPTION:

The Ilada Waste Company Site is approximately three acres located on the north side of County Route 40 in Sugar Loaf Township, St. Clair County, Illinois (Figure 1). Old State Route 3 lies directly to the west, and nearby towns include Dupou to the north and Columbia to the south. For CERCLA response purposes, the Site includes any nearby media contaminated from activities occurring on or near the three-acre parcel.

The total area of the property formerly owned by the Ilada Waste Company is approximately 100 acres. The majority of Site activities (described below) took place on about five acres, just north of Cement Hollow Road. The area of the parcel corresponding to the Site is three acres.

The Site is situated on the bluffs of the Mississippi River, about one-quarter mile east of the Mississippi River Valley. Site topography is generally uneven and timbered, sloping from the northern portion of the Site to the southern portion. The Site is located in a sparsely populated area. Surface runoff from the Site flows south into Hill Creek. Hill Creek empties into Hill Lake Creek, which ultimately flows into the Mississippi River. Wetlands exist in the area.

There are a number of private wells within a four-mile radius of the Site. However, groundwater is not the primary source of potable water in the area. Most area residents are provided drinking water from a surface water intake located on the Mississippi River.

SITE HISTORY:

Site operations began in 1939 as an oil production facility, consisting of several oil wells and an injection well for the disposal of brine. From 1977 until 1982, the Ilada Waste Company, owned by Victor Nettles, operated a waste oil recovery, crude oil production, and secondary fuel blending facility at the Site.

From approximately 1979 to 1982, the Ilada Waste Company accepted waste oil from several sources, including the Shell Oil Company refinery in Wood River, Illinois. Waste oil was stored on-site in above-ground storage tanks. Waste oil was either disposed of in the injection well or processed on-site. Waste oil was processed by separating water and sludge from the oil. The separated water was disposed of in the injection well, and the sludge was either disposed of in the well or sold for road dust control. The Ilada Waste Company sold the recycled oil.

In 1985, Charles R. Larson and his wife, Cecelia C. Larson, purchased an 80-acre parcel of land that included the Site from Victor Nettle, Jr. After Mr. And Mrs. Larson purchased the parcel, oil was produced at the Site under the name of Larson Industries. Mr. Larson currently owns the Site.

SUMMARY OF SITE INVESTIGATIONS:

In August of 1981, Illinois EPA collected samples of liquids and waste oils from tanks and lagoons on-site. The results from the storage tanks showed high levels of polychlorinated biphenyls (PCB), volatile organic chemicals (VOC), and aliphatic hydrocarbons. The Illinois EPA also collected surface water and sediment samples from Hill Creek, which runs through the Site. The results showed high levels of PCBs in the sediments.

On January 26, 1983, Illinois EPA collected soil samples from on-site excavations. The results showed high levels of PCBs and aliphatic hydrocarbons. Illinois EPA also collected surface water and sediment samples from Hill Creek. The downstream sediment sample showed high levels of PCBs and lead.

In June of 1983, a USEPA contractor collected oil/water samples from the injection well and two oil production wells. USEPA sampling results showed high levels of PCBs, trichloroethene (TCE), antimony, arsenic, chromium, and lead. USEPA then collected soil samples from on-site locations affected by past Site activities. Results showed high PCB levels.

On July 3, 1986, a USEPA contractor performed a Site inspection but did not conduct any sampling.

On June 9, 1993, a USEPA contractor prepared a Site Inspection Prioritization Report that recommended additional soil, surface water, and groundwater sampling to further characterize the extent of contamination.

In September of 1995, USEPA tasked Illinois EPA to conduct a Site Team Evaluation Prioritization. As part of this tasking, Illinois EPA collected soil and sediment samples in November of 1995. Results showed elevated PCB contamination, most notably.

SCOPE:

The tasks to be completed as part of this RI/FS are:

- Task 1. RI/FS Support Sampling Plan
- Task 2. Community Involvement Support
- Task 3. Remedial Investigation
- Task 4. RI Report
- Task 5. Alternatives Array Document
- Task 6. FS Report
- Task 7. Progress Reports

TASK 1: RI/FS SUPPORT SAMPLING PLAN

Within 90 calendar days of the effective date of the AOC, Performing Respondents shall submit a Draft RI/FS Support Sampling Plan to U.S. EPA and Illinois EPA, in accordance with RI/FS guidance referenced in this SOW, that addresses all data acquisition activities. The objective of this RI/FS support sampling is to determine the extent of contamination relating to the Site beyond that already identified by previous investigations. The plan shall contain a description of equipment specifications, required analyses, sample types, and sample locations and frequency. The plan shall address specific hydrologic, hydrogeologic, geologic, and air transport characterization methods such as: drilling and well installation; field screening; flow determination; gas sampling (air pathway); geologic mapping; geophysics; geotechnical characterization; and soil/water/sediment/waste sampling to determine extent of contamination.

Performing Respondents shall submit a Final RI/FS Support Sampling Plan within 45 calendar days of receipt of U.S. EPA comments on the Draft RI/FS Support Sampling Plan.

With respect to any proposed contractor, the Respondent(s) shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by U.S. EPA.

Performing Respondents shall identify the data requirements of specific remedial technologies that may be necessary to evaluate remedial activities in the RI/FS, and the Performing Respondents shall provide a schedule stating when events will take place and when deliverables will be submitted.

The RI/FS Support Sampling Plan shall include, at a minimum, the following information:

- A. Site Background: A brief summary of the Site location, general Site physiography, hydrology, and geology shall be included. A summary description of the data already available shall be included which will highlight the areas of known contamination relating to the Site and the levels detected. Tables shall be included to display the minimum and maximum levels of detected contaminants relating to the Site.
- B. Data Gap Description: Performing Respondents shall make an analysis of the currently available data to determine the areas of the Site which require additional data in order to define the extent of contamination for purposes of implementing a remedial action. A description of the number, types, and locations of additional samples to be collected shall be included in this section of the sampling plan.

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

C. Descriptions of the following activities shall also be included:

- i. Waste Characterization: Performing Respondents shall include a program for characterizing the waste materials relating to the Site. This shall include an analysis of current information/data on past disposal practices relating to the Site. Methods such as test pits/trenches and soil borings shall be proposed in the plan to determine waste depths and volume, and to determine a representative number of samples. Soil gas surveys shall also be proposed as appropriate.
- ii. Hydrogeologic Investigation: The plan shall include the methods to evaluate the degree of hazard, the mobility of pollutants, discharges/recharge areas, regional and local flow direction and quality, and local uses of groundwater. The plan shall also develop a strategy for determining horizontal and vertical distribution of contaminants and may include other hydraulic tests such as slug tests, and grain size analysis to assist in determining future potential remediation options where such information has not already been obtained. Background (upgradient) samples shall be included in the plan. At a minimum, the hydrogeologic investigation that is performed shall be of sufficient scope to (1) determine local groundwater flow pathways, (2) demonstrate the relationship between the local and regional flow regimes, (3) fully assess the extent of any groundwater quality impacts caused by the Site, and (4) evaluate the effect that any groundwater quality impacts are exerting on affected and potentially affected human and ecological receptors.
- iii. Soils and Sediments Investigation: Performing Respondents shall include a program to determine the full extent of contamination of surface and subsurface soils, and sediments relating to the Site, for the purpose of fully assessing the risk posed to human and ecological receptors. Samples of leachate, if any, from the Site shall also be collected.
- iv. Surface Water Investigation: Performing Respondents shall include procedures for sampling of surface water related to possible impacts from the Site, for the purpose of fully assessing the risk posed to human and ecological receptors.
- v. Air Investigation: Performing Respondents shall include a program to determine the extent of atmospheric contamination from the Site. The program shall address the tendency of the substances identified through the waste characterization to enter the atmosphere, local wind patterns, and the degree of hazard.
- vi. Ecological Assessment: Performing Respondents shall collect data of sufficient quantity and quality to determine whether any aquatic and/or terrestrial

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

ecosystems have been impacted by the Site as a result of the disposal, release, and migration of contaminants. The plan shall include a description of the ecosystems affected, an evaluation of toxicity, an assessment of endpoint organisms, and the exposure pathways. The plan shall also include a description of any toxicity testing or trapping to be included as part of the assessment. The ecological assessment shall be conducted in accordance with U.S. EPA guidance, including *Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments* (June 5, 1997; EPA 540-R-97-006).

- vii. Pilot Tests: Performing Respondents shall include a program for any pilot test(s) necessary, including treatability studies, to determine the implementability and effectiveness of technologies where sufficient information is not otherwise available.
- D. Sampling Procedures: Performing Respondents shall include a description of the depths of sampling, parameters to be analyzed, equipment to be used, decontamination procedures to be followed, sample quality assurance, data quality objectives, and sample management procedures to be utilized in the field. All sampling and analyses performed shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC) and management thereof, data validation, and chain of custody procedures.

Upon request by U.S. EPA, Performing Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Performing Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Performing Respondents shall also ensure provision of analytical tracking information consistent with U.S. EPA Office of Solid Waste and Emergency Response (OSWER) Directive No. 9240.0-2B, Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites.

Upon request by U.S. EPA, Performing Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Performing Respondents or their contractors or agents. Performing Respondents shall notify U.S. EPA and Illinois EPA not less than 10 business days in advance of any sample collection activity. The U.S. EPA shall have the right to take any additional samples that it deems necessary.

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

i. **Sampling and Analysis Plan**

a. **Quality Assurance Project Plan (QAPP)**

The Performing Respondents shall prepare a draft, Site-specific QAPP covering sample analysis and data handling for samples collected during the RI, based on the AOC and guidance provided by U.S. EPA. The QAPP shall be consistent with the requirements of the U.S. EPA Contract Lab Program (CLP) for laboratories proposed outside the CLP. The U.S. EPA strongly encourages the Performing Respondents to follow U.S. EPA Region 5 Superfund Division Model QAPP guidance to prepare the QAPP.

The Performing Respondents shall prepare a final QAPP after receiving comments from U.S. EPA on the draft QAPP. Draft and final submittals by the Performing Respondents shall follow the schedule of the RI/FS Support Sampling Plan.

Prior to submitting the draft QAPP, the Performing Respondents shall participate in a pre-QAPP meeting or conference call with U.S. EPA. The purpose of this meeting or conference call is to discuss QAPP requirements and obtain any clarification needed to prepare the QAPP.

b. **Field Sampling Plan**

The Performing Respondents shall develop a Field Sampling Plan, as described in "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," October, 1988. The Field Sampling Plan should supplement the QAPP and cover all RI sample collection activities. The Performing Respondents shall submit draft and final versions of the Field Sampling Plan according to the schedule for the RI/FS Support Sampling Plan.

E. **Health and Safety Plan:** Performing Respondents shall prepare a Site health and safety plan which is designed to protect on-site personnel, area residents and nearby workers from physical, chemical and all other hazards posed by this sampling event. The health and safety plan shall develop the performance levels and criteria necessary to address the following areas:

- General requirements;
- Personnel;
- Levels of protection;
- Safe work practices and safe-guards;
- Medical surveillance;

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

- Personal and environmental air monitoring;
- Personal hygiene;
- Decontamination - personal and equipment;
- Site work zones;
- Contaminant control;
- Contingency and emergency planning (including response to fires/explosions); and
- Logs, reports, and record-keeping

The health and safety plan shall, at a minimum, follow the U.S. EPA guidance document Standard Operating Safety Guides (Publication 9285.1-03, PB92-963414, June 1992), and all Occupational Safety and Health Administration (OSHA) requirements as outlined in Title 29 of the Code of Federal Regulations (C.F.R.), Part 1910.

- F. Schedule: Performing Respondents shall include a schedule which identifies timing for initiation and completion of all tasks to be completed as part of this RI/FS Support Sampling Plan.

TASK 2: COMMUNITY INVOLVEMENT SUPPORT

The development and implementation of community involvement activities in a Community Involvement Plan are the responsibility of U.S. EPA, in consultation with Illinois EPA. Critical steps in the Community Involvement Plan performed by U.S. EPA and Illinois EPA include developing the plan and conducting community interviews. Although implementation of the Community Involvement Plan is the responsibility of U.S. EPA and Illinois EPA, the Performing Respondents may participate by providing information regarding the Site's history, participating in public meetings, assisting in preparing fact sheets for distribution to the general public, or conducting other activities as requested by U.S. EPA and Illinois EPA.

Performing Respondents' participation in such aspects of U.S. EPA's Community Involvement Plan may be requested, and if so, such requested participation will be specified in the Community Involvement Plan. Performing Respondents' participation in those activities specified in the Community Involvement Plan will be at the discretion of U.S. EPA and with oversight by U.S. EPA.

The U.S. EPA and Illinois EPA are not required to formally respond to significant comments except during the formal public comment period on the Proposed Plan after the RI/FS.

In addition to any assistance with community involvement activities, Respondents shall prepare a Technical Assistance Plan (TAP) that will provide and administer \$50,000 for a qualified community representative to hire a Technical Advisor, independent from the Respondents, to help interpret and comment on Site-related documents developed under this SOW. The TAP will exist during the RI/FS and pertains to the Site. Within 30 days of a U.S. EPA request,

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

Respondents shall submit the draft TAP for U.S. EPA approval. Within 30 days of receiving U.S. EPA comments on the draft TAP, Respondents shall submit a revised TAP that incorporates changes described in U.S. EPA's comments.

If the community representative demonstrates, consistent with the criteria specified in 40 CFR 35.4065, that it needs additional funds for TAP activity, then Respondents will provide additional monies needed.

As part of the TAP, Respondents should propose methods or plans for applying for, awarding, and administering the funds; selecting the community representative consistent with 40 C.F.R. 35.4155; documenting the community representative selection process; and negotiating a contract with the selected community representative and independent Technical Advisor. **The Respondents are encouraged to propose additional terms here.** Respondents will accept the community representative's selection of an Independent Technical Advisor provided the selection is documented and consistent with 40 CFR 35.4190 and 35.4195. Respondents may choose to hire a third party to coordinate and administer the TAP, including explaining information about the TAP application process.

Respondents should specify in the TAP or in the contract those activities that can and cannot be undertaken with Respondents' funds. These eligible and ineligible activities should be consistent with 40 C.F.R. 35.4070 and 40 C.F.R. 35.4075, respectively. In addition, the TAP-funded activities shall address only Site technical issues.

Respondents will provide U.S. EPA quarterly progress reports about implementation of the TAP. By no later than the date that the draft RI/FS Support Sampling Plan is due to U.S. EPA, Respondents will select the TAP recipient, release \$5,000 in start-up funds, confirm selection of the Technical Advisor, and finalize an appropriate contract with the selected community representative and the Technical Advisor.

TASK 3: REMEDIAL INVESTIGATION

- A. Performing Respondents shall conduct the Remedial Investigation according to the U.S. EPA approved RI/FS Sampling Plan and schedule. Performing Respondents shall coordinate activities with U.S. EPA's Remedial Project Manager (RPM). Performing Respondents shall provide the U.S. EPA RPM and Illinois EPA Project Manager with all laboratory data.
- B. **RI/FS Work Remaining:** At a minimum, the work for the Site that needs to be conducted by the Performing Respondents includes the following.
 - Hydrologic evaluation of groundwater flow from the Site to include an evaluation of potential hydraulic interconnection between groundwater at the Site, area streams and

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- creeks, the Mississippi River, and groundwater within the underlying geologic units that are used for local water supplies;
 - Rounds of residential well sampling as determined to be necessary from the hydrogeologic investigation of the Site;
 - Periodic groundwater, surface water, and seep monitoring to ensure updated knowledge of groundwater and surface water quality;
 - Source area investigation of the Site;
 - Waste characterization study to include a representative investigation of waste on-site and related to the Site;
 - Geologic and hydrogeologic studies to characterize subsurface soil types, groundwater occurrence, and flowpaths (e.g., conduct pump tests to confirm hydrogeologic characteristics) relating to the Site;
 - Investigations to determine the extent of contamination at the Site;
 - Obtaining of critical source area characteristic data to allow for assessment of risk (baseline quantitative risk assessment);
 - Groundwater data gap investigations to assess groundwater flow pathways related to the Site (including the installation of groundwater monitoring wells at appropriate locations);
 - Determination of the full nature and extent of groundwater contamination related to the Site;
 - Additional studies to establish the Site conceptual model and contaminant migration; and
 - Background studies for all media to ensure an accurate, quantitative human health and ecological risk assessment.
- C. Performing Respondents shall provide U.S. EPA with analytical data within 75 days of each sampling activity in an electronic format showing location, medium, and results. Within seven days of completion of field activities, Performing Respondents shall notify U.S. EPA in writing.

TASK 4: REMEDIAL INVESTIGATION (RI) REPORT

Within 180 calendar days of the collection of the last field sample as part of the RI (as designated by the U.S. EPA RPM), Performing Respondents shall submit to U.S. EPA for approval a draft RI Report for the Site. The RI Report shall be consistent with the AOC and this SOW, including the referenced RI guidance. The RI Report shall be completed in accordance with the following requirements. This is U.S. EPA's recommended outline for the RI Report. Although the information described below shall be included in the report, the section numbering and sequencing may be altered in the report.

- 1 **Executive Summary:** The Executive Summary shall provide a general overview of the contents of the RI Report. It shall contain a brief discussion of the Site and the current and/or potential threat posed by conditions at and from the Site.

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- 2 Site Characterization:** The RI Report shall summarize available data on the physical, demographic, and other characteristics of the Site. Specific topics which shall be covered are detailed below. The Site characterization shall concentrate on those characteristics necessary to evaluate and select an appropriate remedy.

- 2.1 Site Description and Background:** The Site description includes current and historical information for the Site. The following types of information shall be included, where available and as appropriate, to the Site-specific conditions and the scope of the remedial action.

- 2.1.1 Site Location and Physical Setting
- 2.1.2 Present and Past Facility Operations and Disposal Practices
- 2.1.3 Geology/Hydrology/Hydrogeology
- 2.1.4 Current and past groundwater usage in the Site area
- 2.1.5 Surrounding Land Use and Populations
- 2.1.6 Sensitive Ecosystems
- 2.1.7 Meteorology/Climatology

- 2.2 Groundwater Fate and Transport**

- 2.2.1 Contaminant Characteristics
- 2.2.2 Groundwater Fate and Transport Processes
- 2.2.3 Groundwater Contaminant Migration Trends
- 2.2.4 Groundwater Modeling

- 2.3 Other Media Relating to the Barrel Fill Operable Unit.**

- 2.3.1 Surface Water
- 2.3.2 Air
- 2.3.3 Soil
- 2.3.4 Sediments

- 2.4 Previous Removal Actions:** The Site characterization section shall also describe any previous removal and remedial actions at the Site. Previous information, if relevant, shall be organized as follows:

- 2.4.1 The scope and objectives of the previous removal action(s)
- 2.4.2 The amount of time spent on the previous removal action(s)
- 2.4.3 The nature and extent of hazardous substances, pollutants, or contaminants treated or controlled during the previous removal action(s) (including all monitoring conducted)

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- 2.4.4 The technologies used and/or treatment levels used for the previous removal action(s).
- 2.5 **Source, Nature, and Extent of Contamination:** This section shall summarize the available Site characterization data for the Site, including the locations of the hazardous substances, pollutants, or contaminants; the quantity, volume, size, or magnitude of the contamination; and the physical and chemical attributes of the hazardous pollutants or contaminants.
- 2.6 **Analytical Data:** This section shall present the available data, including, but not limited to, soil, groundwater, surface water, sediments, and air. This section should discuss any historical data gaps that were identified, and the measures taken to develop all necessary additional data.
- 2.7 **Results of Pilot Tests:** This section shall document the results of any pilot tests, including treatability studies, as referenced in the RI/FS Support Sampling Plan.
- 2.8 **Human Health Risk Assessment:** The risk assessment shall focus on actual and potential risks to persons coming into contact with on-site contaminants as well as risks to the surrounding residential and industrial worker populations from exposure to contaminated soils, sediments, surface water, air, and ingestion of contaminated organisms in surrounding impacted ecosystems. Reasonable maximum estimates of exposure shall be defined for both current land use conditions and reasonable future land use conditions. The risk assessment shall use data from the Site to identify the chemicals of concern relating to the Site, provide an estimate of how and to what extent human receptors might be exposed to these chemicals, and provide an assessment of the health effects associated with these chemicals. The evaluation shall project the potential risk of health problems occurring if no cleanup action is taken for the Site and establish target action levels for COCs (carcinogenic and non-carcinogenic). The risk evaluation shall be conducted in accordance with U.S. EPA guidance including, at a minimum: Risk Assessment Guidance for Superfund (RAGS) (EPA/540/1-89/002, December 1989) and RAGS Part D (EPA 540/R/97/033, January 1998). The risk assessment shall also include the following elements:
- 2.8.1 **Hazard Identification (sources).** The Performing Respondents shall review available information on the hazardous substances present at the Site and identify the major contaminants of concern.
- 2.8.2 **Dose-Response Assessment.** Contaminants of concern should be selected based on their intrinsic toxicological properties.
- 2.8.3 **Conceptual Exposure/Pathway Analysis.**

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- 2.8.4 Characterization of Site and Potential Receptors.
- 2.8.5 Exposure Assessment. Performing Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential land use conditions for the Site.
- 2.8.6 Risk Characterization.
- 2.8.7 Identification of Limitations/Uncertainties.
- 2.9 Ecological Risk Assessment: The ecological risk assessment shall be conducted in accordance with U.S. EPA guidance including, at a minimum: Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments, (EPA/540/R/97/006, June 1997).

The ecological risk assessment shall describe the data collection activities conducted as part of Task 1(B)(vi) as well as the following information:

 - 2.9.1 Hazard Identification (sources). The Performing Respondents shall review available information on the hazardous substances attributable to the Site and identify the major contaminants of concern.
 - 2.9.2 Dose-Response Assessment. Contaminants of concern should be selected based on their intrinsic toxicological properties.
 - 2.9.3 Prepare Conceptual Exposure/Pathway Analysis.
 - 2.9.4 Characterization of Site and Potential Receptors.
 - 2.9.5 Select Chemicals, Indicator Species, and End Points. In preparing the assessment, the Performing Respondents shall select representative chemicals, indicator species (species that are especially sensitive to environmental contaminants), and end points on which to concentrate.
 - 2.9.6 Exposure Assessment. The exposure assessment will identify the magnitude of actual exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels.
 - 2.9.7 Toxicity Assessment/Ecological Effects Assessment. The toxicity and ecological effects assessment will address the types of adverse environmental effects

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associated with chemical exposures, the relationships between magnitude of exposures and adverse effects, and the related uncertainties for contaminant toxicity (e.g., weight of evidence for a chemical's carcinogenicity).

- 2.9.8 **Risk Characterization.** During risk characterization, chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, shall be compared to measured levels of contaminant exposure levels and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants attributable to the Site are affecting or could potentially affect the environment.
- 2.9.9 **Identification of Limitations/Uncertainties.** Performing Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the report.

A final RI Report shall be submitted to U.S. EPA and Illinois EPA within 45 days of the receipt of U.S. EPA's comments on the draft RI Report.

TASK 5: ALTERNATIVES ARRAY DOCUMENT

An Alternatives Array Document (AAD) shall be prepared that identifies remedial alternatives. Development of alternatives shall be fully integrated with the Site characterization activities of the RI. One of the alternatives identified shall be a "no-action" alternative.

The preliminary list of alternatives to address soil, sediments, wastes, air, surface water, and groundwater contamination for the Site shall consist of, but is not limited to, treatment technologies (i.e., thermal methods), removal and off-site treatment/disposal, removal and an on-site disposal, in-place containment, and natural attenuation.

- The AAD shall develop remedial and, where appropriate, removal action objectives, taking into consideration the following factors:
 - Prevention or abatement of actual or potential exposure to nearby human populations, (including workers), animals, or the food chain from hazardous substances, pollutants, or contaminants;
 - Prevention or abatement of actual or potential contamination of drinking water supplies and ecosystems;
 - Stabilization or elimination of hazardous substances in drums, barrels, tanks, or other bulk storage containers that may pose a threat of release;

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- Treatment or elimination of hazardous substances, pollutants, or contaminants in soils or sediments that may migrate;
- Elimination of threat of fire or explosion;
- Acceptable chemical-specific contaminant levels, or range of levels, for all exposure routes.
- Mitigation or abatement of other situations or factors that may pose threats to public health, welfare, or the environment.
- **Determination of Remedial Action Scope:** The AAD shall define the broad scope and specific short-term and long-term objectives of the remedial action and address the protectiveness of the remedial action.
- **Determination of Remedial Action Schedule:** The general schedule for remedial action and, where appropriate, removal activities shall be developed, including both the start and completion time for the remedial action.
- **Identification of and Compliance with ARARs:** The AAD shall identify all ARARs and other Federal or State advisories, criteria, or guidance to be considered (TBC) that will apply to the remedial action. The AAD shall also describe how the ARARs will be met.
- **Identification, and Preliminary Screening and Evaluation of Remedial Action Alternatives**
 - Based on the analysis of the nature and extent of contamination and on the cleanup objectives developed, the AAD shall include a preliminary screening and evaluation of the alternatives identified, to ultimately select a reasonable number of alternatives for detailed analysis in the draft FS Report. Whenever practicable, the alternatives shall also consider the CERCLA preference for treatment over conventional containment or land disposal approaches.
 - The use of presumptive remedy guidance, if appropriate and applicable to the Site, may also provide an immediate focus to the identification and analysis of alternatives. This guidance includes, but is not limited to: Implementing Presumptive Remedies (EPA 540-R-97-029, October 1997). Presumptive remedies involve the use of remedial technologies that have been consistently selected at similar sites or for similar contamination.
 - A limited number of alternatives, including any identified presumptive remedies, shall be selected for detailed analysis. Each of the alternatives shall be described with

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enough detail so that the entire treatment process can be understood. Technologies that may apply to the media or source of contamination shall be listed in the AAD.

The AAD shall be submitted as a Technical Memorandum to U.S. EPA within 45 days of U.S. EPA approval of the Final RI Report. A revised AAD, if necessary, shall be submitted within 30 days of receipt of U.S. EPA comments on the draft AAD.

TASK 6: FEASIBILITY STUDY (FS) REPORT

Within 60 days of U.S. EPA approval of the AAD, the Performing Respondents shall submit to U.S. EPA for approval a draft FS Report that includes the following information.

- 3 **Detailed Analysis of Alternatives:** Defined alternatives from the screened list produced in the AAD are evaluated against the short- and long-term aspects of three broad criteria - effectiveness, implementability, and cost.
 - 3.1 Effectiveness: The effectiveness of an alternative refers to its ability to meet the objective regarding the scope of the remedial action. The "Effectiveness" discussion for each alternative shall evaluate the degree to which the technology would mitigate threats to public health and the environment. Criteria to be considered include:
 - 3.1.1 Overall Protection of Public Health and the Environment: How well each alternative protects public health and the environment shall be discussed in a consistent manner. Assessments conducted under other evaluation criteria, including long-term effectiveness and permanence, short-term effectiveness, and compliance with ARARs shall be included in the discussion. Any unacceptable short-term impacts shall be identified. The discussion shall focus on how each alternative achieves adequate protection and describe how the alternative will reduce, control, or eliminate risks for the Site through the use of treatment, engineering, or institutional controls.
 - 3.1.2 Compliance with ARARs and Other Criteria, Advisories, and Guidance: The detailed analysis shall summarize which requirements are applicable or relevant and appropriate to an alternative and describe how the alternative meets those requirements. A summary table may be employed to list potential ARARs. In addition to ARARs, other federal or state advisories, criteria, or guidance to be considered (TBC) may be identified.
 - 3.1.3 Long-Term Effectiveness and Permanence: This evaluation assesses the extent and effectiveness of the controls that may be required to manage risk posed by treatment of residuals and/or untreated wastes at the ~~Barrel Fill Operable Unit.~~

Site

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The following components shall be considered for each alternative: magnitude of risk; and adequacy and reliability of controls.

- 3.1.4 **Reduction of Toxicity, Mobility, or Volume Through Treatment:** Performing Respondents' analysis shall address The U.S. EPA's policy of preference for treatment including an evaluation based upon the following subfactors for a particular alternative:
 - 3.1.4.1 The treatment process(es) employed and the material(s) it will treat
 - 3.1.4.2 The amount of the hazardous or toxic materials to be destroyed or treated
 - 3.1.4.3 The degree of reduction expected in toxicity, mobility, or volume
 - 3.1.4.4 The degree to which treatment will be irreversible
 - 3.1.4.5 The type and quantity of residuals that will remain after treatment
 - 3.1.4.6 Whether the alternative will satisfy the preference for treatment
- 3.1.5 **Short-Term Effectiveness:** The short-term effectiveness criterion addresses the effects of the alternative during implementation before the remedial objectives have been met. Alternatives shall also be evaluated with respect to their effects on human health and the environment following implementation. The following factors shall be addressed as appropriate for each alternative:
 - 3.1.5.1 Protection of the Community
 - 3.1.5.2 Protection of the Workers
 - 3.1.5.3 Environmental Impacts
 - 3.1.5.4 Time Until Response Objectives are Achieved
- 3.2 **Implementability:** This section is an assessment of the implementability of each alternative in terms of the technical and administrative feasibility and the availability of the goods and services necessary for each alternative's full execution. The following factors shall be considered under this criterion:
 - 3.2.1 **Technical Feasibility:** The degree of difficulty in constructing and operating the technology; the reliability of the technology, the availability of necessary services and materials; the scheduling aspects of implementing the alternatives during and after implementation; the potential impacts on the local community during construction operation; and the environmental conditions with respect to set-up and construction and operation shall be described. Potential future removal actions shall also be discussed. The ability to monitor the effectiveness of the alternatives may also be described.
 - 3.2.2 **Administrative Feasibility:** The administrative feasibility factor evaluates those activities needed to coordinate with other offices and agencies. The

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administrative feasibility of each alternative shall be evaluated, including the need for off-site permits, adherence to applicable non-environmental laws, and concerns of other regulatory agencies. Factors that shall be considered include, but are not limited to, the following: statutory limits, permits and waivers.

- 3.2.3 **Availability of Services and Materials:** The RI/FS Report must determine if off-site treatment, storage, and disposal capacity, equipment, personnel, services and materials, and other resources necessary to implement an alternative shall be available in time to maintain the remedial schedule.
- 3.2.4 **State and Community Acceptance:** State and community acceptance will be considered by U.S. EPA before a final remedial action is decided upon. Performing Respondents need only mention in the RI/FS Report that U.S. EPA will consider and address State and community acceptance of an alternative when making a recommendation and in the final selection of the alternative in the ROD.
- 3.3 **Cost:** Each alternative shall be evaluated to determine its projected costs. The evaluation should compare each alternative's capital and operation and maintenance costs. The present worth of alternatives should be calculated.
 - 3.3.1 **Direct Capital Costs:** Costs for construction, materials, land, transportation, analysis of samples, and treatment shall be presented.
 - 3.3.2 **Indirect Capital Costs:** Cost for design, legal fees, and permits shall be presented.
 - 3.3.3 **Long-Term Operation and Maintenance Costs:** Costs for maintenance and long-term monitoring shall be presented.

4 Comparative Analysis of Remedial Action Alternatives

Once remedial action alternatives have been described and individually assessed against the evaluation criteria described in Section 5, above, a comparative analysis shall be conducted to evaluate the relative performance of each alternative in relation to each of the criteria. The purpose of the analysis shall be to identify advantages and disadvantages of each alternative relative to one another so that key trade-offs that would affect the remedy selection can be identified.

A final FS Report shall be submitted to U.S. EPA and Illinois EPA within 45 days of the receipt of U.S. EPA's comments on the draft FS Report.

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5 Schedule for RI and FS Reports Submission

- 5.1 The Performing Respondents shall hold meetings or telephone conference calls with U.S. EPA and Illinois EPA to review the RI/FS progress. The meetings shall be monthly or at another frequency that is agreed to by all parties.
- 5.2 A draft RI Report shall be submitted to U.S. EPA and Illinois EPA within 180 days of the collection of the last field sample as part of the Remedial Investigation (Task 3) (as designated by the RPM). The Final RI Report shall be submitted to U.S. EPA and Illinois EPA within 45 days of receipt of U.S. EPA comments on the draft RI Report.
- 5.3 The draft AAD shall be submitted as a Technical Memorandum to U.S. EPA within 45 days of U.S. EPA approval of the Final RI Report. A revised AAD, if necessary, shall be submitted within 30 days of receipt of U.S. EPA comments on the draft AAD.
- 5.4 A draft FS Report shall be submitted to U.S. EPA and Illinois EPA within 60 days of U.S. EPA approval of the AAD. The Final FS Report shall be submitted to U.S. EPA and Illinois EPA within 45 days of receipt of U.S. EPA comments on the draft FS Report.
- 5.5 Following U.S. EPA approval of the RI and FS Reports, U.S. EPA will issue a Proposed Plan to the public wherein U.S. EPA will propose a preferred alternative that may consist of one or a combination of the alternatives evaluated in the FS. Public comments will be solicited and evaluated before U.S. EPA makes a final decision on a remediation plan. The final decision will be documented in the ROD for the Site.

TASK 7: PROGRESS REPORTS

Performing Respondents shall submit a monthly written progress report to U.S. EPA and Illinois EPA concerning actions undertaken pursuant to the AOC and this SOW, on the tenth day of each month, beginning in the first month after the effective date of the AOC, until termination of the AOC, unless otherwise directed in writing by the U.S. EPA RPM. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

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SCHEDULE FOR MAJOR DELIVERABLES

DELIVERABLE

DEADLINE

TASK 1: Draft RI/FS Work (Support Sampling) Plan, includes the following: Quality Management Plan Quality Assurance Project Plan Field Sampling Plan Health and Safety Plan	90 calendar days after effective date of the AOC
TASK 1: Final RI/FS Work (Support Sampling) Plan	45 calendar days after receipt of U.S. EPA comments
TASK 2: Technical Assistance Plan (TAP) Draft TAP Revised TAP Quarterly Progress Reports	 Within 30 days of U.S. EPA request Within 30 days of receipt of U.S. EPA comments 10 days after the end of each CY quarter; first report due in the first full CY quarter after effective date of the AOC
TASK 3: Remedial Investigation Analytical Data of Each Sampling Activity Notification of Completion of Field Activities	 Within 75 days of each sampling activity Within 7 days of completion of field activities
TASK 4: Draft RI Report TASK 4: Final RI Report	 Within 180 days of the collection of the last field sample Within 45 days of receipt of U.S. EPA comments on the Draft RI Report
TASK 5: Draft Alternatives Array Document (AAD) TASK 5: Final AAD (if necessary)	 Within 45 days of U.S. EPA approval of the Final RI Report Within 30 days of receipt of U.S. EPA comments on the Draft AAD

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TASK 6: Draft FS Report	Within 60 days of U.S. EPA approval of the AAD
TASK 6: Final FS Report	Within 45 days of receipt of U.S. EPA comments on the Draft FS Report
TASK 7: Monthly Progress Reports	Tenth (10th) business day of each month (Commencing thirty (30) days after effective date of AOC)
Miscellaneous Documents	As directed by the U.S. EPA RPM

REFERENCES

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RI/FS process:

RI/FS Process:

"National Oil and Hazardous Substances Pollution Contingency Plan (NCP); Final Rule" (40 CFR Part 300).

"Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 9355.3-01.

"Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA" (Publication 9360.0-32, August 1993).

"Interim Guidance on Potentially Responsible Party Participation in Remedial Investigation and Feasibility Studies," U.S. EPA, Office of Waste Programs Enforcement, Appendix A to OSWER Directive No. 9355.3-01.

"Guidance on Oversight of Potentially Responsible Party Remedial Investigations and Feasibility Studies," U.S. EPA, Office of Waste Programs Enforcement, OSWER Directive No. 9835.3.

"A Compendium of Superfund Field Operations Methods," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August 1987, OSWER Directive No. 9355.0-14.

"EPA NEIC Policies and Procedures Manual," May 1978, revised November 1984, EPA-330/9-78-001-R.

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"Data Quality Objectives for Remedial Response Activities," U.S. EPA, Office of Emergency and Remedial Response and Office of Waste Programs Enforcement, EPA/540/G-87/003, March 1987, OSWER Directive No. 9335.0-7B.

"Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements," U.S. EPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.

"CERCLA Compliance with Other Laws Manual," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, August 1988 (draft), OSWER Directive No. 9234.1-01 and -02.

"Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites," U.S. EPA, Office of Emergency and Remedial Response, (draft), OSWER Directive No. 9283.1-2.

"A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents," U.S. EPA, Office of Solid Waste and Emergency Response, July 1999, OSWER Directive No. 9200.1-23P.

"Implementing Presumptive Remedies" (EPA 540-R-97-029, October 1997).

Quality Assurance Project Plans (QAPP) and Quality Management Plans (QMP)

"Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Research and Development, Cincinnati, OH, QAMS-004/80, December 29, 1980.

"Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Emergency and Remedial Response, QAMS-005/80, December 1980.

"Users Guide to the EPA Contract Laboratory Program," U.S. EPA, Sample Management Office, August 1982.

"Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites" OSWER Directive No. 9240.0-2B.

"EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998).

"EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001).

"EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001).

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

Health and Safety Requirements

"Health and Safety Requirements of Employees Employed in Field Activities," U.S. EPA, Office of Emergency and Remedial Response, July 12, 1981, EPA Order No. 1440.2.

OSHA Regulations in 29 CFR 1910.120 (Federal Register 45654, December 19, 1986).

"Interim Guidance on Administrative Records for Selection of CERCLA Response Actions," U.S. EPA, Office of Waste Programs Enforcement, March 1, 1989, OSWER Directive No. 9833.3A.

Community Involvement

"Community Relations in Superfund: A Handbook," U.S. EPA, Office of Emergency and Remedial Response, June 1988, OSWER Directive No. 9230.0#3B.

"Community Relations During Enforcement Activities And Development of the Administrative Record," U.S. EPA, Office of Programs Enforcement, November 1988, OSWER Directive No. 9836.0-1A.

"Response Selection and Enforcement Approach for Superfund Alternative Sites," U.S. EPA Office of Site Remediation Enforcement, June 24, 2002, OSWER Directive No. 92-08.0-17.

"Superfund Community Involvement Handbook," U.S. EPA, Office of Emergency and Remedial Response, April 2002, EPA 540-K-01-003.

Human Health Risk Assessment

"Performance of Risk Assessments in Remedial Investigation /Feasibility Studies (RI/FSs) Conducted by Potentially Responsible Parties (PRPs)," August 28, 1990, OSWER Directive No. 9835.15.

"Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions," April 22, 1991, OSWER Directive No. 9355.0-30.

"Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part A)," Interim Final (EPA-540-1-89-002)," OSWER Directive 9285.7-01A; December 1, 1989.

"Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments)," Interim, (EPA 540-R-97-033), OSWER 9285.7-01D, January, 1998.

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

"Risk Assessment Guidance for Superfund - Volume II Environmental Evaluation Manual," March 1989, EPA/540/1-89/001.

"Implementation of the Risk Assessment Guidance for Superfund (RAGS) Volume I - Human Health Evaluation Manual, (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments) (Interim)," OSWER Directive 9285.7-01D-1; December 17, 1997.

"Guidance for Data Usability in Risk Assessment," October, 1990, EPA/540/G-90/008.

"Performance of Risk Assessments in Remedial Investigation /Feasibility Studies (RI/FSs) Conducted by Potentially Responsible Parties (PRPs)," August 28, 1990, OSWER Directive No. 9835.15.

"Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions," April 22, 1991, OSWER Directive No. 9355.0-30.

"Soil Screening Guidance: Technical Background Document," OSWER Directive 9355.4-17A; May 1, 1996.

"Soil Screening Guidance: User's Guide," Publication 9355.4-23; April, 1996.

"Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual: (Part B, Development of Risk-based Preliminary Remediation Goals)," Interim, OSWER Directive 9285.7-01B; December, 1991.

"Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors," OSWER Directive 9285.6-03; March 25, 1991.

Lead in Soil

"Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9355.4-12; July 14, 1994.

"Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9200.4-27; August, 1998.

"Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Publication 9285.7-15-1; February, 1994, and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at www.epa.gov/superfund/programs/lead/prods.htm.

ILADA WASTE COMPANY SITE RI/FS SOW (Continued)

"Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Version 0.99D, NTIS PB94-501517, 1994 or "Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Windows© version, 2001.

"TRW Recommendations for Sampling and Analysis of Soil at Lead (Pb) Sites," OSWER 9285.7-38, April, 2000.

"Recommendations of the Technical Review Workgroup for Lead for an Interim Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil," December, 1996.
(www.epa.gov/superfund/programs/lead/prods.htm).

Ecological Risk Assessment

"U.S. EPA Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments." Office of Ecological and Remedial Response, Washington, D.C. 1997 (EPA-540-R-97-006, June 1997; OSWER Directive 9285.7-25).

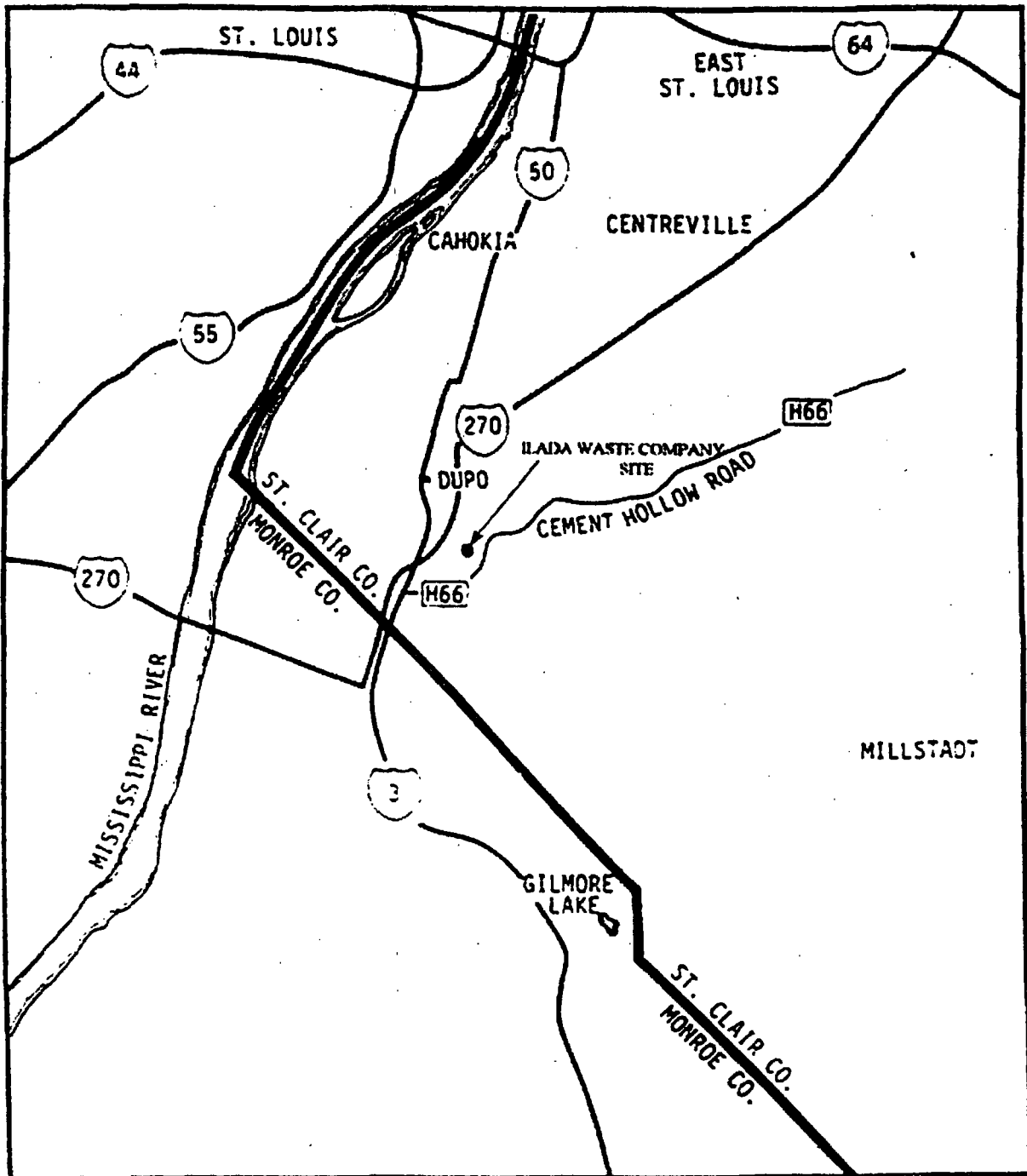


Figure 1: Site Location Map

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:	)	Docket No.
)	
ILADA WASTE COMPANY SITE)	
ST. CLAIR COUNTY, ILLINOIS	)	ADMINISTRATIVE ORDER
	)	BY CONSENT PURSUANT TO
<u>RESPONDENTS</u>	)	SECTIONS 104, 107 & 122 OF
	)	THE COMPREHENSIVE
Listed in Appendix A	)	ENVIRONMENTAL RESPONSE,
	)	COMPENSATION, AND LIABILITY
	)	ACT, AS AMENDED,
	)	42 U.S.C. §§ 9604, 9607 AND
	)	9622

ADMINISTRATIVE ORDER ON CONSENT
FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order by Consent (Consent Order) is entered into voluntarily by the United States Environmental Protection Agency (U.S. EPA) and Respondents. This Consent Order provides for the performance of a Remedial Investigation ("RI") and Feasibility Study ("FS"), collectively known as an RI/FS, at or in connection with the Ilada Waste Company Site in St. Clair County, Illinois (the "Site"), the location of which is generally depicted in Figure 1 of the Attachment B Statement of Work ("SOW").

2. This Consent Order is issued under the authority vested in the President of the United States by Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Sections 9604, 9607, 9622 (CERCLA). This authority was delegated to the Administrator of U.S. EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (1987), and further delegated to Regional Administrators by U.S. EPA Delegations Nos. 14-14-A, 14-14-C and 14-14-D. The U.S. EPA Regional Administrator of Region 5 further delegated the authority to the Superfund Division Director, by EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

3. In accordance with Section 121(f)(1)(F), U.S. EPA has notified the State of Illinois (the "State") of negotiations with potentially responsible parties regarding the implementation of the RI/FS for the Site and an opportunity to participate in such negotiations.

4. U.S. EPA and Respondents recognize that this Consent Order has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of facts, conclusions of law, and determinations in Sections V and VI of this Consent Order. Respondents agree to comply with and be bound by the terms of this Consent Order and further agree that they will not contest the basis or validity of this Consent Order or its terms.

II. PARTIES BOUND

5. This Consent Order applies to and is binding upon U.S. EPA and upon Respondents, their agents, successors and assigns. The signatories to this Consent Order certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. Any change in the ownership or corporate status of the Respondents or of the Facility or Site shall not alter Respondents' responsibilities under this Consent Order.

6. Respondents are jointly and severally responsible for carrying out all actions required of it by this Consent Order.

7. Respondents shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred. Respondents shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order, within 10 days after the effective date of this Consent Order or the date of retaining their services, whichever is later. Respondents shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this Consent Order and for ensuring that their subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Consent Order.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Order or in the

appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

"Consent Order" shall mean this Administrative Order by Consent and all appendices attached hereto.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the date on which this Consent Order is signed by the Director of the Superfund Division, U.S. EPA, Region 5.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing, overseeing or developing the plans, technical memoranda, reports and other items pursuant to this Consent Order, conducting community relations, verifying the activities required by this Consent Order, or otherwise implementing, overseeing, or enforcing this Consent Order, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs and the costs incurred to secure access pursuant to Paragraph 40. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Respondents have agreed to reimburse under this Consent Order that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from March 31, 2003 to the Effective Date of this Order.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. Section 9507, compounded annually on October 1, of each year, in accordance with 42 U.S.C. Section 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Interim Response Costs" shall mean all costs, including direct and indirect costs, a) paid by the United States in connection with the Site between March 31, 2003 and the Effective

Date, or b) incurred prior to the Effective Date, but paid after that date.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. Section 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Parties" shall mean U.S. EPA and Respondents.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through the Effective Date, plus Interest on all such costs through such date.

"Respondents" shall mean those Parties identified in Attachment A their employees, agents, successors, assigns and authorized representatives.

"Site" or "Facility" shall mean the facility as that term is defined at 42 U.S.C. Section 9601(9), depicted in Figure 1 of Attachment B, which includes the area consisting of approximately three acres located on the north side of County Route 40 (also known as Cement Hollow Road) and directly east of Old State Route 3 in Sugar Loaf Township, St. Clair County, Illinois. The Site occupies tax parcel number 031 in block number 201 of St. Clair County. For CERCLA response purposes, the Site includes any areas where hazardous substances, pollutants or contaminants have or may have come to be located from the Site or from former operations at the Site.

"State" shall mean the State of Illinois.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the RI/FS as set forth in Attachment B to this Consent Order and any modifications made thereto as approved or modified by U.S. EPA in accordance with this Consent Order.

"Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous waste" under Title 35 of the Illinois Administrative Code, Subtitle G, Chapter I, Subchapter c, Part 721, Subpart A, Section 721.103.

"Work" shall mean all activities Respondents are required to perform under this Consent Order.

IV. STATEMENT OF PURPOSE

9. In entering into this Consent Order, the objectives of U.S. EPA and Respondents are: (a) to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site or Facility, by conducting an RI; (b) to collect data necessary to adequately characterize the Site for the purpose of developing and evaluating effective remedial alternatives; (c) to determine and evaluate alternatives for remedial action to prevent, mitigate, control or eliminate risks posed by any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site or Facility, by conducting an FS; and (d) to recover Past Response Costs and Future Response Costs incurred by U.S. EPA with respect to this Consent Order.

10. Respondents shall conduct all activities under this Consent Order in accordance with CERCLA, the National Contingency Plan (NCP), 40 C.F.R. Part 300 and all applicable U.S. EPA guidance, policies, and procedures.

V. FINDINGS OF FACT

Based on available information, U.S. EPA makes the following findings of fact:

11. The Site is located on the north side of County Route 40 (also known as Cement Hollow Road) in Sugar Loaf Township, St. Clair County, Illinois.

12. From 1969 to 1982, Victor H. Nettle and his wife, Alice owned the Site. In 1982, Mr. and Mrs. Nettle conveyed the Site to Victor Nettle, Jr. In 1985, Victor Nettle Jr. conveyed the Site to Charles R. Larson and his wife, Cecelia C. Larson. In 1991, as a result of a divorce settlement, the Site was conveyed to the sole ownership of Charles R. Larson. Mr. Larson is the current owner of the Site.

13. From approximately 1979 to 1982, the Site accepted waste oil from several sources, including the Shell Oil Company refinery in Wood River, Illinois. Waste oil was stored on-site in above-ground storage tanks. Waste oil was either disposed of in an injection well or processed on-site. Waste oil was

processed by separating water and sludge from the oil. The separated water was disposed of in the injection well, and the sludge was either disposed of in the well or sold for road dust control. The Ilada Waste Company sold the recycled oil.

14. In August of 1981, Illinois EPA collected samples of liquids and waste oils from tanks and lagoons on-site. The results from the storage tanks showed high levels of polychlorinated biphenyls (PCB), volatile organic chemicals (VOC), and aliphatic hydrocarbons. The Illinois EPA also collected surface water and sediment samples from Hill Creek, which runs through the Site. The results showed high levels of PCBs in the sediments.

15. On January 26, 1983, Illinois EPA collected soil samples from on-site excavations. The results showed high levels of PCBs and aliphatic hydrocarbons. Illinois EPA also collected surface water and sediment samples from Hill Creek. The downstream sediment sample showed high levels of PCBs and lead.

16. In June of 1983, a U.S. EPA contractor collected oil/water samples from the injection well and two oil production wells. U.S. EPA sampling results showed high levels of PCBs, trichloroethene (TCE), antimony, arsenic, chromium, and lead. U.S. EPA then collected soil samples from on-site locations affected by past Site activities. Results showed high PCB levels.

17. In September of 1995, U.S. EPA tasked Illinois EPA to conduct a Site Team Evaluation Prioritization. As part of this tasking, Illinois EPA collected soil and sediment samples in November of 1995. Results showed elevated PCB contamination, most notably.

18. This Site is not currently listed on the National Priorities List of Contaminated Sites.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

19. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, U.S. EPA has determined that:

a. The Site is a "facility" as defined in section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as

defined in Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), or constitute "any pollutant or contaminant" that may present an imminent and substantial danger to public health or welfare under Section 104(a)(1) of CERCLA.

c. The conditions described in Paragraphs 14, 15, 16, and 17 of the Findings of Fact above constitute an actual and/or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).

d. Respondents are "persons" as defined in Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).

f. Each Respondent is a responsible party under Section 107(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

i. Respondent Charles R. Larson is the "owner" and/or "operator" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. Section 9601(2)), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. Section 9607(a)(1).

ii. Respondents Emerson Electric Company and Shell Oil Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. Section 9607(a)(3).

g. The actions required by this Consent Order are necessary to protect the public health, welfare, or the environment, or in the public interest, 42 U.S.C. Section 9622(a), if carried out in compliance with the terms of this Consent Order will be considered consistent the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR

20. All work performed under this Consent Order shall be under the direction and supervision of qualified personnel. Within 14 days of the Effective Date of this Order, and before the work outlined below begins, Respondents shall notify U.S. EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such work. With respect to any proposed contractor, the Respondents shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for

Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by U.S. EPA. The qualifications of the persons undertaking the work for Respondents shall be subject to U.S. EPA's review, for verification that such persons meet minimum technical background and experience requirements. This Consent Order is contingent on Respondents' demonstration to U.S. EPA's satisfaction that Respondents are qualified to perform properly and promptly the actions set forth in this Consent Order. If U.S. EPA disapproves in writing of any person's technical qualifications, Respondents shall notify U.S. EPA of the identity and qualifications of the replacement within 20 days of the written notice. If U.S. EPA subsequently disapproves of the replacement, U.S. EPA reserves the right to terminate this Consent Order and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondents. During the course of the conducting the RI/FS, Respondents shall notify U.S. EPA in writing of any changes or additions in the personnel used to carry out such work, providing their names, titles, and qualifications. U.S. EPA shall have the same right to approve changes and additions to personnel as it has hereunder regarding the initial notification.

21. Documents including reports, approvals, disapprovals, and other correspondence which must be submitted under this Consent Order, shall be sent by certified mail, return receipt requested, to the following addressees or to any other addressees which the Respondents and U.S. EPA designate in writing:

(a) Documents to be submitted to U.S. EPA should be sent to U.S. EPA's Project Coordinator at the following address:

Ronald W. Murawski
Remedial Project Manager
US EPA, Region 5
77 W. Jackson Boulevard, SR-6J
Chicago, Illinois 60604-3590
Phone (312) 886-2940
Fax (312) 886-4071
Email: murawski.ronald@epa.gov

For the State:

Rick Lanham
State Project Manager
Illinois Environmental Protection Agency
Bureau of Land
1001 N. Grand Ave. East
Springfield, Illinois 62794-9276
Phone: (217) 782-9881
Fax: (217) 782-3258
Email: rick.lanham@epa.state.il.us

For the Respondents:

22. On or before the effective date of this Consent Order, the Respondents shall designate their own Project Coordinator. The U.S. EPA Project Coordinator is Ronald W. Murawski. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. To the maximum extent possible, communications between the Respondents and U.S. EPA shall be directed to the Project Coordinator by mail, with copies to such other persons as U.S. EPA, the State, and Respondents may respectively designate. Communications include, but are not limited to, all documents, reports, approvals, and other correspondence submitted under this Consent Order.

23. U.S. EPA and Respondents shall have the right, subject to the preceding paragraphs, to change their designated Remedial Project Manager (RPM) or Project Coordinator. If such change is made, U.S. EPA shall notify the Respondents. The Respondents shall notify U.S. EPA, as early as possible before a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice within 4 calendar days of oral notification.

24. U.S. EPA's Project Coordinator shall have the authority lawfully vested in an RPM and On-Scene Coordinator (OSC) by the NCP. In addition, U.S. EPA's Project Coordinator shall have the authority consistent with the National Contingency Plan, to halt any work required by this Consent Order, and to take any

necessary response action when s/he determines that conditions at the Site may present an immediate endangerment to public health, welfare, or the environment. The absence of the U.S. EPA Project Coordinator from the area under study pursuant to this Consent Order shall not be cause for the stoppage or delay of work.

25. U.S. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the Work, as required by Section 104(a) of CERCLA, 42 U.S.C. Section 9604(a). The oversight assistant may observe work and make inquiries in the absence of U.S. EPA, but is not authorized to modify the RI/FS Work Plan/Field Sampling Plan and SOW.

VIII. WORK TO BE PERFORMED

26. Respondents shall conduct activities and submit deliverables as provided by the attached RI/FS SOW, which is incorporated by reference, for the development of the RI/FS. All such work shall be conducted in accordance with CERCLA, the NCP, and U.S. EPA guidance including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3-01), "Guidance for Data Usability in Risk Assessment" (OSWER Directive #9285.7-05) and guidance referenced therein, and guidance referenced in the SOW, as may be amended or modified by U.S. EPA. The tasks that Respondents must perform are described more fully in the SOW and guidance. The activities and deliverables identified below shall be submitted to U.S. EPA as provided. All work performed under this Consent Order shall be in accordance with the schedules herein, and in full accordance with the standards, specifications, and other requirements of the RI/FS Support Sampling Plan, as approved or modified by U.S. EPA, and as may be amended or modified occasionally by U.S. EPA.

The tasks that shall be completed as part of the RI/FS are as follows:

- Task 1. RI/FS Support Sampling Plan
- Task 2. Community Involvement Support
- Task 3. Remedial Investigation
- Task 4. RI Report
- Task 5. Alternatives Array Document
- Task 6. FS Report
- Task 7. Progress Reports

The RI/FS Support Sampling Plan shall include a Quality Management Plan, Quality Assurance Project Plan (QAPP), a Field Sampling Plan (FSP), and a Health and Safety Plan, as described

in the SOW and guidances, including, without limitation, "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998, and "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001).

27. Quality Assurance. Respondents shall assure that work performed, samples taken and analyses conducted conform to the requirements of the SOW, the Quality Assurance Project Plan (QAPP) component of the U.S. EPA approved RI/FS Work Plan/Field Sampling Plan, and guidance identified therein. Respondents will assure that field personnel used by Respondents are properly trained in the use of field equipment and in chain of custody procedures. Respondents shall only use laboratories which have a documented quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by U.S. EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) to meet the quality system requirements.

28. All plans, reports, and other items required to be submitted to U.S. EPA under this Consent Order shall, upon approval or modification by U.S. EPA, be enforceable under this Consent Order. Neither failure of U.S. EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by U.S. EPA.

29. Off Site Shipments. Respondents shall, prior to any off-site shipment of hazardous substances from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to U.S. EPA's Designated Project Coordinator of such shipment of hazardous substances. However, the notification of shipments shall not apply to any such off-site shipments when the total volume of such shipments will not exceed 10 cubic yards.

(a) Respondents shall include in the written notification: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and (4) the method of transportation. Respondents shall notify the receiving state of

major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

(b) The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the RI/FS. Respondents shall provide all relevant information, including information under the categories noted in paragraph 29(a) above, on the off-site shipments, as soon as practical after the award of the contract and before the hazardous substances are actually shipped.

IX. MODIFICATION OF THE WORK PLAN

30. If at any time during the Work, Respondents identify a need for additional data, a memorandum documenting the need for additional data shall be submitted to the U.S. EPA Project Coordinator within 10 days of identification. U.S. EPA in its discretion will determine whether the additional data will be collected by Respondents and whether it will be incorporated into reports and deliverables.

31. In the event of conditions posing an immediate threat to human health, welfare, or the environment, Respondents shall notify U.S. EPA and the State immediately. In the event of unanticipated or changed circumstances at the Site, Respondents shall notify the U.S. EPA Project Coordinator by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In addition to the authorities in the NCP, in the event that U.S. EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the SOW and RI/FS Support Sampling Plan, U.S. EPA shall modify or amend the SOW and RI/FS Support Sampling Plan in writing accordingly. Respondents shall perform the work described in the SOW and RI/FS Support Sampling Plan as modified or amended.

32. U.S. EPA may determine that in addition to tasks defined in the SOW and initially approved RI/FS Support Sampling Plan, other work may be necessary to accomplish the objectives of the RI/FS as set forth in this Consent Order, including the SOW for this RI/FS. U.S. EPA may require that the Respondents perform these response actions in addition to those required by the SOW and initially approved RI/FS Support Sampling Plan, including any approved modifications, if it determines that such actions are necessary for a complete RI/FS. Respondents shall confirm their willingness to perform the additional work in writing to U.S. EPA within 10 days of receipt of the U.S. EPA request or Respondents shall invoke dispute resolution. Subject

to U.S. EPA resolution of any dispute, Respondents shall implement the additional tasks which U.S. EPA determines are necessary. The additional work shall be completed according to the standards, specifications, and schedule set forth or approved by U.S. EPA in a written modification to the SOW and RI/FS Support Sampling Plan or written SOW and RI/FS Support Sampling Plan supplement. U.S. EPA reserves the right to conduct the work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

X. FINAL RI/FS, PROPOSED PLAN, PUBLIC COMMENT, RECORD OF DECISION, AND ADMINISTRATIVE RECORD

33. U.S. EPA retains responsibility for the preparation and release to the public of the proposed plan and Record of Decision (ROD) in accordance with CERCLA and the NCP. U.S. EPA will determine the contents of the administrative record file for selection of the remedial action.

XI. ACCESS TO INFORMATION

34. Respondents shall make presentations at, and participate in, coordination meetings at the request of U.S. EPA during the initiation, conduct, and completion of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics will include anticipated problems or new issues. Meetings will be scheduled at U.S. EPA's discretion.

35. Upon request by U.S. EPA, Respondents shall provide to U.S. EPA, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Order, including, but not limited to, sampling, analysis, modeling, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Upon request of U.S. EPA, Respondents shall provide U.S. EPA with an electronic copy (formatted according to U.S. EPA specifications) of any data or report generated during implementation of this Consent Order.

36. Respondents will verbally notify U.S. EPA at least 15 days prior to conducting significant field events as described in the SOW or U.S. EPA approved RI/FS Support Sampling Plan. At U.S. EPA's verbal or written request, or the request of U.S. EPA's oversight assistant, Respondents shall allow split or duplicate samples to be taken by U.S. EPA (and its authorized representatives) of any samples collected by the Respondents in

implementing this Consent Order. All split samples of Respondents shall be analyzed by the methods identified in the QAPP.

37. At all reasonable times, U.S. EPA and its authorized representatives shall have the authority to enter and freely move about all property at the Site and off-site areas where work, if any, is being performed, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondents and their contractor pursuant to this Consent Order; reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting tests as U.S. EPA or its authorized representatives deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to U.S. EPA by the Respondents. The Respondents shall allow these persons to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Consent Order. Nothing herein shall be interpreted as limiting or affecting U.S. EPA's right of entry or inspection authority under federal law. All parties with access to the Site under this paragraph shall comply with all approved health and safety plans under the RI/FS Support Sampling Plan.

38. The Respondents may assert a claim of business confidentiality covering part or all of the information submitted to U.S. EPA pursuant to the terms of this Consent Order to the extent permitted by and in accordance with 40 C.F.R. Section 2.203(b) and Section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7). Information determined to be confidential by U.S. EPA will be given the protection specified in 40 C.F.R. Part 2 Subpart B. If no such claim accompanies the information when it is submitted to U.S. EPA or if U.S. EPA notifies the Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such information by U.S. EPA or the State without further notice to the Respondents. Respondents agree not to assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring.

XII. SITE ACCESS

39. If the Site, or any other property where access is needed to implement this Consent Order, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide U.S. EPA, the State, and their

representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Consent Order.

40. Where any action under this Consent Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 30 days after the Effective Date, or as otherwise specified in writing by the RPM. Respondents shall immediately notify U.S. EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the activities described herein, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XIX (Reimbursement of Future Response Costs).

XIII. OTHER APPLICABLE LAWS

41. Respondents shall comply with all laws that are applicable when performing the RI/FS. No local, State, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, where such action is selected and carried out in compliance with Section 121 of CERCLA.

XIV. RECORD PRESERVATION

42. All records and documents in U.S. EPA's and Respondents' possession that relate in any way to the Site shall be preserved during the conduct of this Consent Order and for a minimum of 10 years after commencement of construction of any remedial action. The Respondents shall acquire and retain copies of all documents that relate to the Site and are in the possession of its employees, agents, accountants, contractors, or attorneys. After this 10 year period, the Respondents shall notify U.S. EPA at least 90 days before the documents are scheduled to be destroyed. If U.S. EPA requests that the documents be saved, the Respondents shall, at no cost to U.S. EPA, give U.S. EPA the documents or copies of the documents.

XV. DISPUTE RESOLUTION

43. Any disputes concerning activities or deliverables required under this Order, for which dispute resolution has been expressly provided for, shall be resolved as follows: If the Respondents object to any U.S. EPA notice of disapproval or requirement made pursuant to this Consent Order, Respondents shall notify U.S. EPA's Project Coordinator in writing of their objections within 14 days of receipt of the disapproval notice or requirement. Respondents' written objections shall define the dispute, state the basis of Respondents' objections, and be sent certified mail, return receipt requested. U.S. EPA and the Respondents then have an additional 14 days to reach agreement. In the event that the parties cannot resolve the dispute, then the position advanced by U.S. EPA is binding, unless Respondents request a determination by U.S. EPA's Chief of the Remedial Response Branch within 14 days after conclusion of the negotiation period. Respondents' request for a determination by U.S. EPA's Remedial Response Branch Chief shall include a written Statement of Position on the matter including, but not limited to any factual data, analysis or opinions supporting that position and any supporting documentation. The Branch Chief's determination is U.S. EPA's final decision. Respondents shall proceed in accordance with U.S. EPA's final decision regarding the matter in dispute, regardless of whether Respondents agree with the decision. If the Respondents do not agree to perform or do not actually perform the work in accordance with U.S. EPA's final decision, U.S. EPA reserves the right in its sole discretion to conduct the work itself, to seek reimbursement from the Respondents, to seek enforcement of the decision, to seek stipulated penalties, and/or to seek any other appropriate relief.

44. Respondents are not relieved of their obligations to perform and conduct activities and submit deliverables on the schedule set forth in the work plan, while a matter is pending in dispute resolution. With respect to the disputed matter, stipulated penalties shall continue to accrue from the first day of noncompliance but payment shall be stayed pending resolution of the dispute.

XVI. DELAY IN PERFORMANCE/STIPULATED PENALTIES

45. For each day that the Respondents fail to complete a deliverable in a timely manner or fail to produce a deliverable of acceptable quality, or otherwise fails to perform in accordance with the requirements of this Order, Respondents shall be liable for stipulated penalties. Penalties begin to accrue on

the day that performance is due or a violation occurs, and extend through the period of correction. Where a revised submission by Respondents is required, stipulated penalties shall continue to accrue until a satisfactory deliverable is produced; however, stipulated penalties will not accrue during the period, if any, beginning on the 31st day after U.S. EPA's receipt of such submission until U.S. EPA notifies Respondents of any deficiency. U.S. EPA will provide written notice for violations that are not based on timeliness; nevertheless, penalties shall accrue from the day a violation commences. Payment shall be due within 30 days of receipt of a demand letter from U.S. EPA.

46. Respondents shall pay interest on the unpaid balance, which shall begin to accrue at the end of the 30-day period, at the rate established by the Department of Treasury pursuant to 30 U.S.C. Section 3717.

47. Respondents shall make all payments by forwarding a check to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Checks should identify the name of the Site, the Site identification number, ILD980497978, the account number, and the title of this Order. A copy of the check and/or transmittal letter shall be forwarded to the U.S. EPA Project Coordinator.

48. Stipulated penalties shall accrue in the amount of \$250 per day, per violation, for the first seven days of noncompliance; \$500 per day, per violation, for the 8th through 14th day of noncompliance; \$1,000 per day, per violation, for the 15th day through the 30th day; and \$5,000 per day per violation for all violations lasting beyond 30 days for the violations noted in subparagraphs a and b below:

a) Respondents' failure to submit any document specified in the Order (including the SOW) in accordance with the Schedule set forth in the SOW and this Consent Order.

b) Respondents' failure to implement the work as prescribed in the SOW and the approved RI/FS Work Plan and schedule.

49. Respondents shall be liable for stipulated penalties in the amount of \$250 per day for the first week or part thereof and

\$500 per day for each week or part thereof thereafter for failure to meet any other obligation under this Consent Order.

50. Respondents may dispute U.S. EPA's right to the stated amount of penalties by invoking the dispute resolution procedures under Section XV herein. Penalties shall accrue but need not be paid during the dispute resolution period. If Respondents do not prevail upon resolution, all penalties shall be due to U.S. EPA within 30 days of resolution of the dispute. If Respondents prevail upon resolution, no penalties shall be paid.

51. In the event that U.S. EPA provides for corrections to be reflected in the next deliverable and does not require resubmission of that deliverable, stipulated penalties for that interim deliverable shall cease to accrue on the date of such decision by U.S. EPA.

52. The stipulated penalties provisions do not preclude U.S. EPA from pursuing any other remedies or sanctions which are available to U.S. EPA because of the Respondents' failure to comply with this Consent Order, including but not limited to conduct of all or part of the RI/FS by U.S. EPA. U.S. EPA will not seek civil penalties pursuant to Section 122(1) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Order. Payment of stipulated penalties does not alter Respondents' obligation to complete performance under this Consent Order.

XVII. FORCE MAJEURE

53. Respondents agree to perform all requirements of this Consent Order within the time limits established under this Consent Order, unless the performance is delayed by a force majeure. For purpose of this Consent Order, a force majeure is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this order despite Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the Work, or increased cost of performance.

54. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Order, whether or not caused by a force majeure event, Respondents shall notify U.S. EPA orally within 24 hours of when Respondents first knew that the event might cause a delay. Within five days thereafter, Respondents shall provide to U.S. EPA in writing an explanation

and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of force majeure for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

55. If U.S. EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Order that is affected by the force majeure event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, U.S. EPA will notify Respondents in writing of its decision. If U.S. EPA agrees that the delay is attributed to a force majeure event, U.S. EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

56. Should Respondents carry the burden set forth in paragraph 54, the delay at issue shall be deemed not to be a violation of the affected obligation of this Consent Order.

XVIII. REIMBURSEMENT OF PAST RESPONSE COSTS

57. Within 30 days of the Effective Date of this Consent Order, Respondents shall pay to U.S. EPA \$132,812.08 for Past Response Costs. Payment shall be made by certified or cashier's check and made payable to "U.S. EPA Hazardous Substance Superfund". Each check, or a letter accompanying each check, shall identify the name and address of the parties making payment, the Site name, the EPA Region and Site/Spill ID Number ILD980497978, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Program Accounting and Analysis Section
P.O.Box 70753
Chicago, IL 60673

58. The total amount to be paid by Respondents pursuant to paragraph 57 shall be deposited in the Ilada Waste Company Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the EPA Hazardous Substance Superfund.

59. A copy of the check should be sent simultaneously to the U.S. EPA Project Coordinator and Regional Attorney.

XIX. REIMBURSEMENT OF FUTURE RESPONSE COSTS

60. Respondents shall pay U.S. EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, U.S. EPA will send Respondents a bill requiring payment that includes a standard Regionally-prepared cost summary, which includes direct and indirect costs incurred by U.S. EPA and its contractors. Respondents shall make all payments within 30 days of receipt of each bill requiring payment.

61. Respondents shall make all payments by a certified or cashier's check made payable to U.S. EPA Hazardous Substance Superfund," referencing the name and address of the parties making payment and EPA Site/Spill ID number ILD980497978. Respondents shall send checks to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

62. The total amount to be paid by Respondents pursuant to Paragraphs 60-61 shall be deposited in the Ilada Waste Company Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the EPA Hazardous Substance Superfund.

63. Copies of the transmittal letter and check should be sent simultaneously to the U.S. EPA Project Coordinator and Regional Attorney.

64. Respondents agree to limit any disputes concerning

costs to accounting errors and inconsistencies with the NCP. Respondents shall identify any contested costs and the basis of their objection. All undisputed costs shall be remitted by Respondents in accordance with the schedule set forth above. Disputed costs shall be paid by Respondents into an escrow account while the dispute is pending. Respondents bear the burden of establishing an U.S. EPA accounting error or that costs are inconsistent with the NCP.

XX. RESERVATIONS OF RIGHTS

65. Except as specifically provided in this Consent Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, or oil or hazardous or solid waste on, at, or from the Site. Nothing in this Consent Order shall affect U.S. EPA's removal authority or U.S. EPA's response or enforcement authorities including, but not limited to, the right to seek injunctive relief, stipulated penalties, statutory penalties, and/or punitive damages.

66. Except as specifically provided in this Consent Order, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order.

67. Except as specifically set forth in this Consent Order, U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

68. The covenant not to sue set forth in Section XXI does not pertain to any matters other than those expressly identified therein. Except as specifically provided in this Consent Order, the United States and U.S. EPA reserve, and this Agreement is without prejudice to, all rights against the Respondents with respect to all other matters, including but not limited to:

a. Liability for failure of Respondents to meet a requirement of this Order including but not limited to the ability to collect stipulated penalties assessed pursuant to Section XVI of this Consent Order, and to seek penalties pursuant to Section 109 of CERCLA, 42 U.S.C. Section 9609;

b. Liability for any Future Response Costs incurred at the Site that are not reimbursed by the Respondents;

c. Liability for any costs incurred in the event that U.S. EPA performs the RI/FS or any part thereof pursuant to Paragraph 70;

d. Liability for costs incurred or to be incurred that are not Past Response Costs or Future Response Costs as defined in Sections XVIII and XIX of this Consent Order;

e. Liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. Section 9606, excluding work satisfactorily performed under the terms of this Order;

f. Criminal liability; and

g. Liability for damages for injury to, destruction of or loss of natural resources, and for the costs of any natural resource damage assessments.

69. U.S. EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI/FS.

70. In the event that Respondents amend or revise a report, plan or other submittal upon receipt of U.S. EPA comments, if U.S. EPA subsequently disapproves of the revised submittal, or if subsequent submittals do not fully reflect U.S. EPA's directions for revisions, U.S. EPA retains the right to seek stipulated or statutory penalties; perform its own studies, modify and/or complete the RI/FS (or any portion of the RI/FS) under CERCLA and the NCP, and seek reimbursement from the Respondents for its costs; and/or seek any other appropriate relief. Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute U.S. EPA's determination that takeover of the Work is warranted under this paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondents shall pay pursuant to Section XIX. Notwithstanding any other provision of this Consent Order, U.S. EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

71. In the event that U.S. EPA takes over some of the tasks, Respondents shall incorporate and integrate information supplied by U.S. EPA into the final RI Report and FS Report if requested by U.S. EPA.

XXI. COVENANT NOT TO SUE

72. Following satisfaction of the requirements of this Consent Order, Respondents shall have resolved their liability to U.S. EPA for the work performed by Respondents pursuant to this Consent Order. Respondents are not released from liability, if any, for any response actions taken beyond the scope of this Order regarding removals, other operable units, remedial design/remedial action of this operable unit, or activities arising pursuant to Section 121(c) of CERCLA. Except as otherwise specifically provided for in this Consent Order, in consideration and upon Respondents' payment of the Past Response Costs and Future Response Costs specified in Sections XVIII and XIX of this Consent Order, U.S. EPA covenants not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a), for recovery of Past Response Costs and Future Response Costs paid by Respondents in connection with this Consent Order. These covenants not to sue are conditioned upon the complete and satisfactory performance by Respondents. This covenant not to sue shall take effect upon receipt by U.S. EPA of the payments required by Section XIX for Future Response Costs.

XXII. CONTRIBUTION PROTECTION

73. The Parties agree that the Respondents are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Consent Order and the attached SOW. Except as provided in Paragraph 77, nothing in this Consent Order precludes the United States or Respondents from asserting any claims, causes of action, or demands against any person not a party to this Consent Order for indemnification, contribution or cost recovery.

XXIII. COVENANTS NOT TO SUE BY RESPONDENTS

74. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Order, including but not limited to:

a. Any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. Section 9507, based on Sections 106(b), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. Sections 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. Any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Illinois Constitution, the Tucker Act, 28 U.S.C. Section 1491, the Equal Access to Justice Act, 28 U.S.C. Section 2412, as amended, or at common law; or

c. Any claim against the United States pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. Section 9607 and 9613, relating to the Site.

75. Respondents shall bear their own costs and attorneys' fees.

76. Respondents hereby agree to toll any statute of limitations defense that may apply to any claim or cause of action by the United States for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments until three years following the date EPA certifies completion of the remedial action (excluding operation and maintenance activities).

77. Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

78. The waiver in Paragraph 77 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Respondent. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if U.S. EPA determines:

a) that such person has failed to comply with any U.S. EPA request for information or administrative subpoena issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. Sections 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. Section 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural

resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b) that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

XXIV. OTHER CLAIMS

79. By issuance of this Consent Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omission of Respondents. The United States or U.S. EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Consent Order.

80. Except as provided in Paragraph 77, nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, subsidiary or corporation not a signatory to this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants found at, taken to, or taken from the Site.

XXV. FINANCIAL ASSURANCE, INSURANCE, AND INDEMNIFICATION

81. Within 30 days of the Effective Date, Respondents shall establish and maintain financial security in the amount of \$1,000,000 in one or more of the following forms:

- a) A surety bond guaranteeing performance of the RI/FS;
- b) One or more irrevocable letters of credit equaling the total estimated cost of the RI/FS;
- c) A trust fund;
- d) A guarantee to perform the RI/FS by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with

at least one of the Respondents; or

e) A demonstration that one or more of the Respondents satisfy the requirements of 40 C.F.R. Part 264.143(f).

82. If Respondents seek to demonstrate the ability to complete the RI/FS through a guarantee by a third party pursuant to Paragraph 91 of this Section, Respondents shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f). If Respondents seek to demonstrate their ability to complete the RI/FS by means of a financial test or the corporate guarantee, they shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date. In the event that U.S. EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate, Respondents shall, within 30 days of receipt of notice of U.S. EPA's determination, obtain and present to U.S. EPA for approval one of the other forms of financial assurance listed in Paragraph 80 of this Section. Respondents' inability to demonstrate financial ability to complete the RI/FS shall not excuse performance of any activities required under this Consent Order.

83. (a) At least 7 days prior to commencement of any work under this Consent Order, Respondents shall secure, and shall maintain in force for the duration of this Consent Order, Comprehensive General Liability ("CGL") and automobile insurance, with limits of \$1 million dollars, combined single limit. Within the same time period, Respondents shall provide U.S. EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Consent Order, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Consent Order. If Respondents demonstrate by evidence satisfactory to U.S. EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

84. At least 5 days prior to commencing any work under this Consent Order, Respondents shall certify to U.S. EPA that the required insurance has been obtained by that contractor.

XXVI. INDEMNIFICATION

85. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from or on account of negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, servants, contractors, or subcontractors, in carrying out activities under this Consent Order. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Consent Order. Neither Respondents nor any such contractor shall be considered an agent of the United States.

86. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling the claim.

87. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXVII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

88. The effective date of this Consent Order shall be the date it is signed by U.S. EPA.

89. This Consent Order may be amended by mutual agreement of U.S. EPA and Respondents. Amendments shall be in writing and project coordinators do not have the authority to sign amendments to the Consent Order.

90. No informal advice, guidance, suggestions, or comments by U.S. EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondents will be construed as relieving the Respondents of their obligation to

obtain such formal approval as may be required by this Consent Order. Any deliverables, plans, technical memoranda, reports (other than progress reports), specifications, schedules and attachments required by this Consent Order are, upon approval by U.S. EPA, incorporated into this Consent Order.

XXVIII. NOTICE OF COMPLETION

91. Upon completion of the Work, Respondents shall provide the following certification by a responsible official representing the Respondents. Each representative shall make the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate, and complete." For purposes of this Consent Order, a responsible official is a corporate official who is in charge of a principal business function.

92. When U.S. EPA determines, that all activities required under this Consent Order, including any additional work, payment of Past Response Costs and Future Response Costs, and any stipulated penalties demanded by U.S. EPA, have been performed, U.S. EPA will provide Respondents with a notice of completion. This notice shall not, however, terminate Respondents' continuing obligations required by this Consent Order, including those under Section XIV (Record Preservation), Section XIX (Reimbursement of Future Costs), and Section XX (Reservation of Rights) of this Consent Order.

THE UNDERSIGNED PARTY enters into this Administrative Order on Consent in the matter of the Ilada Waste Company Site.

FOR _____

DATE

Signature: _____
Name: _____
Title: _____
Address: _____

THE UNDERSIGNED PARTY enters into this Administrative Order on Consent in the matter of the Ilada Waste Company Site.

FOR _____

DATE

Signature: _____
Name: _____
Title: _____
Address: _____

THE UNDERSIGNED PARTY enters into this Administrative Order on Consent in the matter of the Ilada Waste Company Site.

FOR _____

DATE

Signature: _____
Name: _____
Title: _____
Address: _____

THE UNDERSIGNED PARTY enters into this Administrative Order on
Consent in the matter of the Ilada Waste Company Site.

FOR _____

DATE

Signature: _____

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Administrative Order on
Consent in the matter of the Ilada Waste Company Site

DATE

William E. Muno
Superfund Division Director
U.S. Environmental Protection Agency
Region 5

